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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 + CRL.M.C. 254/2022, CRL.M.As. 9921-22/2022
 SH. NITIN VERMA Petitioner

Through: Mr. Rishu Singh, Advocate
 versus

STATE & ORS. Respondents

Through: Mr. Raghuver Verma, APP for
 State and SI Kamal Chaudhary, PS
 Prem Nagar.
 R-2 in person.
 R-3 appeared through VC

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Date of Decision: 02.03.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR no. 512/2019 registered under section 304A IPC at PS Prem Nagar and all the other proceedings emanating therefrom.
2. Briefly stated facts of the case are that the FIR was lodged on the statement of Mr. Baljit Singh. As per the FIR, deceased Ajay Sharma died due to electrocution. After investigation, the charge-sheet was filed in the Court under Section 304A IPC.
3. It is submitted that now the parties have entered into a settlement. The compromise deed dated 06.01.2022 has been entered into wherein, both the petitioners have agreed to pay a sum of Rs. 2 lakh each to the respondent no.

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2 and 3 who are the parents of deceased.

4. The deceased was unmarried and there is no other legal heir of the deceased.

5. The parties have entered into the settlement dated 06.01.2022 on the following conditions:

“I. That the instant settlement is being entered into voluntarily and without any undue pressure or coercion or collusion between the parties herein where after they undertake not to initiate any legal action each other w.r.t any claim qua the properties belonging to the party No. 1 & 2 herein.

II. That all the parties undertake to adhere to the terms and conditions hereby specifically agreed and settled in true spirit and intent and will remain bound by the terms of the instant agreement.

III. That if the third and fourth party fails to adhere to the terms of the instant compromise in that situation, the first party and second party can enforce the terms of this compromise deed through the Court of law. The first party and second party, in case of breach of this agreement by third and fourth party shall claim I recover the amount of compensation i.e. Rs. 4 Lakh from party no.3 and 4 alongwith interest from the date of settlement i.e. 07.01.2022. However, the proceedings in this respect in



such circumstances, shall be at Delhi. Any dispute arising out of the above settlement shall be executed within the jurisdiction of Delhi court.

IV. It is entirely responsibility of the party no.3 and 4 to quash FIR No. 512/2019 U/s 304 IPC from the Hon 'ble High Court of Delhi."

6. Along with the petition, the affidavits of petitioners Mr. Sudhir Sharma and Mrs. Geeta Sharma have also been filed. I have also interacted with Mr. Sudhir Sharma, he states that he and his wife entered into settlement out of their own free will without any fear, force or coercion.
7. Remaining payment of Rs. 75,000/- has been made today vide DD bearing no. 638294 dated 01.03.2023 drawn on State Bank of India.
8. IO has duly identified the parties. IO also states that he has verified the settlement which the parties have entered into.
9. The parties have reached to a settlement. There is nothing to indicate that the settlement has not been reached amicably. The legal heirs of the deceased have been compensated adequately
10. It has been time and again held that when the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, the court may while taking into consideration the special facts of a case quash the proceedings.
11. This court considers that in view of the settlement a quietus should be put to the present proceedings. Accordingly the case FIR no. 512/2019 registered under section 304A IPC at RS Prem Nagar and all the other



proceedings emanating therefrom are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MARCH 2, 2023/AR

